

IN RE:	§	
	§	CASE NO. 24-50029-MMP
JIMMY RAY LEWIS, JR.	§	
DORINA JOY LEWIS	§	CHAPTER 11
DEBTOR(S)	§	
	§	
KUBOTA CREDIT CORPORATION	§	
MOVANT	§	
VS	§	
JIMMY RAY LEWIS, JR.	§	
DORINA JOY LEWIS	§	
AND , TRUSTEE	§	
RESPONDENTS	§	

NOTICE

A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD

Comes now Kubota Credit Corporation (hereinafter referred to as "Movant"), its successors and/or assigns, a secured creditor in the above-entitled and numbered case, by and through its attorneys, to file this its Motion for Relief from Automatic Stay of Act against the Collateral ("Motion") against: Jimmy Ray Lewis, Jr. and Dorina Joy Lewis, Debtor(s) and , duly appointed Chapter 11 Trustee, hereinafter referred to respectively as "Debtor(s)" and "Trustee". In support thereof, Movant would respectfully represent to the Court as follows:

- 2380-N-9552

3. Movant is the holder of a Retail Installment Contract Consumer Use Only, Loan Number xxxxx1837, (the "Agreement"), signed by Jimmy Ray Lewis JR. Movant is secured under the Agreement by a properly perfected security interest in a LAND PRIDE AP-BR510, VIN: 1121370K (the "Collateral"). A true and correct copy of the Agreement, as well as the documents evidencing the security interest of Movant in the Collateral, are attached hereto as Exhibits "A" and "B".

4. By virtue of the Agreement, Movant is the holder of a secured claim against the Debtor.

5. Movant alleges that the automatic stay should be lifted for cause in that it lacks adequate protection of its interest in the Collateral as evidenced by the following:

a. Debtor(s) are in default on their obligations to Movant in that Debtor(s) have failed to make installment payments when due and owing pursuant to the terms of the Agreement.

b. As of April 22, 2024, the total indebtedness was \$13,583.44

Debtor(s) are in default on 5 contractual payments totaling \$1,644.30:

11/23/2023 to 12/23/2023 (2) at \$328.86 each =	\$657.72
01/23/2024 to 03/23/2024 (3) at \$328.86 each =	\$986.58

The amount of current monthly installment payment is \$328.86

c. Debtor(s) are unable to demonstrate that the Collateral is adequately insured post-petition.

d. It is the Debtor(s) intention to surrender the Collateral.

6. According to the publication commonly relied upon by banks, insurance companies, government agencies, and dealers in determining the value of collateral, the present retail market value of the Collateral is \$9,436.50.

7. The Debtor(s) has no equity in the Collateral.

8. Movant has had to retain counsel to represent it before this Court and is incurring attorneys' fees and court costs for which it is entitled to reimbursement under the terms of the Agreement.

9. For the above and foregoing reasons, Movant asserts cause exists sufficient to waive the requirement of Bankruptcy Rule 4001(a)(3), therefore allowing Order to be effective upon this Honorable Court's signature.

WHEREFORE, PREMISES CONSIDERED, Movant prays that, upon hearing of this Motion, said automatic stay be terminated as to the claim of Movant, its successors and/or assigns, to permit Movant, its successors and/or assigns, to seek its statutory and other available remedies; that Movant, its successors and/or assigns, be permitted to obtain possession of the Collateral to the exclusion of Debtor(s); alternatively, Movant, its successors and/or assigns, be afforded adequate protection by including, but not limited to, having all payments presently due in this proceeding to Movant being brought current; and that Movant be granted such other and further relief, at law and in equity, as is just.

Respectfully submitted,
Bonial & Associates, P.C.

/s/ Chandra D. Pryor
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the following parties in interest either via pre-paid regular U.S. Mail or via electronic notification on or before the 24th day of April 2024:

Debtor *Via U.S. Mail*
Jimmy Ray Lewis, Jr.
141 W. Robindale
Bandera, TX 78003

Debtor *Via U.S. Mail*
Dorina Joy Lewis
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Bandera, TX 78003

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/s/ Chandra D. Pryor
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